INVITATION TO BID	A SET OF	BIDS W	VILL BE PUBLICLY	OPENED:
STATE OF LOUISIANA		MAF	R 12, 2010	02:00 PM
LA DEPT OF PUBLIC SAFETY & CORRECT HQ-PURCHASING	THE REAL PROPERTY.	PURCH	ASING AGENCY NO. :	400PUR
====> VENDOR NO. :				
OPENING DATE: 03/12/10		SEE NO	D. 8 BELOW. RE	TURN BID TO
VENDOR NAME AND ADDRESS	7	2238758	3 03/12/10	U2.UU F Ivi
====>		PURCHA P.O. BO 504 MA	RCHASING ASING/CORRECTIONS X 94304 YFLOWER STREET ROUGE, LA 70804-930	
FILL IN VENDOR NUMBER (FEIN), NAI		BUYER BUYER P DATE ISS REQ. AGI	HONE : (2: GUED : 03 ENCY : 40 LOUISIANA STATE F	
ADDRESS ABOVE, BEFORE SUBMITT		J. ISIS REQ. VENDOR FISCAL Y CLASS/SI SCHEDUL	NO.	1552
MICROWAVE: LSP		•		
TO BE COM  1. PLEASE REMOVE FROM THIS COMMODITY CODE.  2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECI  3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIE LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTR. BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.  4. BID BOND ATTACHED, CERTIFIED CHECK ATTACH  5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RES	RTY (30) DAYS.  T WILL NOT BE  RACTS, CASH D  HED,	R. CASH DISCOUNTS FOR CONSIDERED IN ISCOUNTS WILL BE ACCEI OTHER, IF REQUIRED.	PTED AND TAKEN	
INSTRUCTION	IONS TO BIDDE	RS		
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SP 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTION: INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MAD INVOICE OR DELIVERY, WHICHEVER IS LATER.	IS, ERASURES ON OR AS OTHE DE WITHIN 30 D	OR OTHER FORMS OF ALT	CONTAINING "PAYMENT IN A	FOLD HERE>
AMOUNT OF BID BOND REQUIRED:	c		BID. R PACKAGE CLEARLY MARK	KED WITH
THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SE  9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE SEPURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDAF IN THIS SOLICITATION.  10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE	TATE OF LOUIS RD TERMS AND WITH ALL INS	SIANA INCLUDING BUT NO CONDITIONS; SPECIAL C TRUCTIONS TO BIDDERS,	T LIMITED TO L.R.S. 39:1551- ONDITIONS; AND SPECIFICA TERMS, CONDITIONS AND	ATIONS LISTED
SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITH BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID I				IN IN
VENDOR PHONE NUMBER: T FAX NUMBER:	TITLE		DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTEI	 D)	

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NΔ

NA

#### 13. BID FORMS.

ALL WRITTEN BIDS. UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

#### 14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

## 15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

## 16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

## 17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

LINESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SQLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

## 19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

## 20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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#### 21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

#### 22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

#### 23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

## 24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

### 25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

### 26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

## 27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

## 28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

## 29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

# 30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

SPECIAL TERMS & CONDITIONS			DITIONS	INVITATION TO BID			
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	A $I$	PREFERENC	E MAY BE ALI	ANCE WITH LOUISIANA REVISED STATUTES 39:1595, LOWED FOR PRODUCTS MANUFACTURED, PRODUCED, LOUISIANA OF EQUAL QUALITY.			
	DO	YOU CLAI	M THIS PREF	ERENCE? YES			
	SPI	ECIFY LIN	E NUMBER (S)	•			
				N LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED,			
	(NO	OTE: IF	MORE SPACE	IS REQUIRED, INCLUDE ON SEPARATE SHEET.)			
	DO	YOU HAVE	A LOUISIAN	A BUSINESS WORKFORCE? YES NO			
				THAT AT LEAST FIFTY PERCENT (50%) OF YOUR KFORCE IS COMPRISED OF LOUISIANA RESIDENTS?			
	YES	5	NO				
				VE INFORMATION MAY CAUSE ELIMINATION FROM CES SHALL NOT APPLY TO SERVICE CONTRACTS.			
	SEI STI	RVICES, R ATEWIDE D	ESERVES THE ELIVERY FROI	NT OF PUBLIC SAFETY AND CORRECTIONS, CORRECTIONS RIGHT TO REPURCHASE THE ABOVE ITEM(S) FOR M THE DATE OF THE ORIGINAL PURCHASE ORDER, AT AND CONDITIONS SHOWN FOR A PERIOD OF:			
		3 MO	NTHS				
		6 MO	NTHS				
		9 MO	NTHS				
		1 YE	'AR				
	VEI		ITIALS IN O	HE REPURCHASE OPTIONS IS INDICATED BY NE OF THE SPACES ABOVE. PLEASE INITIAL			
	THI IS RE(	E TIME SP LATE OR CTIONS RE	PECIFIED ON 1 UNSATISFACTO SERVES THE 1	MAKE DELIVERY OR COMPLETE THE SERVICE WITHIN THIS PURCHASE ORDER, OR IF THE DELIVERY/SERVICE DRY, THE DEPARTMENT OF PUBLIC SAFETY AND CORRIGHT TO CANCEL AND PURCHASE ELSEWHERE, CHARGING TO THE VENDOR ON THE ORIGINAL PURCHASE ORDER.			
	BII SEI FOI	DDERS WIL GF-ADDRES RMATION.	L BE NOTIFII SED STAMPED VENDORS MAX	N ACCORDANCE WITH L.A.C. 34: I.535, UNSUCCESSFUL ED OF THE AWARD PROVIDED THAT THEY SUBMIT A ENVELOPE OR EMAIL ADDRESS REQUESTING THIS IN- Y ALSO VIEW AWARD INFORMATION ONLINE AT: SIANA.GOV/OSP/LAPAC/PUBMAIN.ASP			

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DPEN DATE: 03/12/10 TIME: 02:00 PM	SPECIAL TERMS & CONDITIONS		INVITATION TO BID			
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5 IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE SECIFICATIONS.  PAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.	ENCLOSED WI COMPLIANCE FAILURE TO	TH THE BID IN WITH THE SPEC COMPLY WITH T	I ORDER TO DETERMINE QUALITY, SUITABILITY, AND CIFICATIONS.			

PRICE S	HEET	INVITATI	ON TO B	ID		
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	) TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: LOUISIANA STATE PENITENTIARY LSP - 915 WAREHOUSE GENERAL DELIVERY ANGOLA , LA 70712  TO AVOID DELAYS IN PAYMENT, THE ORIGINAL INVOICE MUST BE MAILED TO THE "BILL TO" ADDRESS ABOVE.					
00001	COMMODITY CODE: 045-52-000000 ===============================	60	EACH			
	YOUR RESPONSE TO THIS SOLICITATION MAY BE SUBMITTED BY FAX TO 225.342.6593. THE BID MUST BE SIGNED & RECEIVED PRIOR TO THE BID OPENING DATE & TIME.					
	*NO TURNTABLE - FLAT INTERIOR *NO PROGRAMMABLE CONTROL PAD OR SETTINGS  * LOW VOLUME * 1000 WATTS OF POWER, MINIMUM * FULL POWER FOR SIMPLE OPERATION * COUNTER TOP MODEL * CONTROL SYSTEM: DIAL * MAX. COOKING TIME: 10 MINUTES * POWER LEVELS * TIME ENTRY OPTIONS: YES * MICROWAVE DISTRIBUTION: ROTATING STIRRER, TOP * MAGNETRON: 1 * 1 STAGE COOKING * SEE-THROUGH DOOR * INTERIOR LIGHT * GRAB AND PULL HANDLE * SIGNAL AT END OF CYCLE * SIGNAL AT END OF CYCLE * EXTERIOR DIMENSIONS (MINIMUM): H 13-1/2" X W 22" X D 19" * CAVITY DIMENSIONS (MINIMUM): H 8-3/4" X W 14-1/2" X D 15-3/4" * EXTERIOR AND INTERIOR FINISH: STAINLESS STEEL * POWER CONSUMPTION: 1500 WATT, 13.2 A					

PRICE S	HEET	INVITATION	ON TO B	ID		
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	D TOTAL
	* POWER SOURCE: 120 V, 60 HTZ, 15 A SINGLE PHASE * 1.2 CUBIC FOOT CAPACITY * TIMER AUTOMATICALLY RESETS WHEN DOOR IS OPENED  3 YEAR WARRANTY  BRAND: AMANA MODEL # ALD10D OR EQUAL  SPECIFY BRAND (& NUMBER IF APPLICABLE)					